# NAPIT Work Quality Guarantee – Terms and Conditions

The NAPIT Work Quality Guarantee covers work completed by NAPIT Competent Person Scheme members, within the scope of their registration, that has been notified to NAPIT in accordance with the Building Regulations. If you are unsure about the quality or suitability of the work carried out by your tradesperson you should in the first instance attempt to resolve the issue with them. If the issue cannot be resolved with your tradesperson please contact NAPIT Customer Services for guidance. If you wish to make an official complaint you will be required to complete our Complaints Form. Further details relating to complaints can be found on the NAPIT website.

## SCOPE OF GUARANTEE

The Primary Guarantee is that, for a period of six years following installation, the tradesperson guarantees to return and rectify any non-compliance with the Building Regulations that relates to an incorrectly completed installation carried out within the scope of their registration.

If the tradesperson is no longer trading and work is found to be non-compliant with the Building Regulations the following protections are in place for consumers:

1. Microgeneration work will have been subject to a warranty required by the CTSI Approved Consumer Code (we will be able to advise you on which Code was involved);
2. Work done under Green Deal financing will have been subject to guarantees as required by the Green Deal Code of Practice (see www.greendealorb.org.uk);
3. Work done under the Energy Company Obligation regulations is required to be covered by an "appropriate warranty" (see www.ofgem.gov.uk);
4. The installation of windows, rooflights, doors, replacement roof coverings, cavity wall insulation and solid wall insulation (within the scope of Schedule 3 of the Building Regulations) are required to be accompanied by membership of an independent guarantee scheme or provision of an insurance backed warranty (we may be able to advise you what protection should be in place);
5. A tradesperson may have voluntarily provided or arranged additional financial protection for a specific job;
6. Work carried out in a dwelling owned by a local authority or housing association at the time of the installation will not be covered by this guarantee and claimants should contact the building owner;
7. Work carried out under a subcontract where the main contractor was liable for providing protection (for example, new house warranties) may not be covered by this guarantee and claimants should contact the main contractor;
8. For work not covered by items 1 to 5 above NAPIT will correct non-compliance with Building Regulations for a period of up to six years from the date of installation (or the period of a product manufacturer's guarantee if this is shorter); provided work was carried out under contract and has been correctly notified to NAPIT.

## TERMS AND CONDITIONS

The following Terms and Conditions apply.

1. NAPIT will provide protection only in accordance with the scope described above for work in dwellings. Where the tradesperson is still trading (irrespective of whether they are registered with NAPIT, or whether they have ceased carrying out the type of work originally installed) they remain liable for their work and subject to the Primary Guarantee. A sole trader or partnership remains liable unless they are bankrupt or older than the state pension age (see www.citizensadvice.org.uk);

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2. NAPIT will cover the cost of rectification work up to a maximum of £25,000 or the original contract value (whichever is lower);
3. Installation work must not be older than six years;
4. If the claim relates to a product and the manufacturer's guarantee is less than six years, the claim must be within the period of the manufacturer's guarantee;
5. There must be sufficient evidence to determine fault;
6. If other warranties or complaint processes are in place and are deemed to supersede those of NAPIT, the Work Quality Guarantee will not apply;
7. The cost of rectifying any consequential damage associated with the claim is not covered;
8. The cost of rectifying any work or elements of work outside the scope of registration of the tradesperson at the time of installation is excluded;
9. The cost of rectifying any work or elements of work not identified on the Building Regulations Compliance Certificate issued at the time of installation is excluded;
10. Any reduction in value or loss of enjoyment, use, income, profit or opportunity, inconvenience, distress or any other kind of consequential or economic loss is excluded;
11. Any breakdown failure or inefficacy of machinery, boilers, computers or any other equipment is excluded;
12. Rectification of work required due to the use of defective materials which were correctly installed is excluded;
13. That part of any claim where NAPIT's right of recovery is restricted by any contract is excluded;
14. The cost of routine maintenance, overhaul or modification or loss or damage arising therefrom is excluded;
15. Loss caused by fair wear and tear, sunlight, storm or deterioration due to neglect in maintenance, shrinkage, dampness or condensation due to normal drying out or attributable to any central heating installation or a non-existent or ineffective damp-proof course is excluded;
16. Any loss, liability, damage or defect caused by any peril capable of being insured under a commercial liability, property, household or similar policy of insurance whether or not such insurance is effective or in force at the time is excluded;
17. Any loss, destruction, damage, liability or expense of whatsoever nature arising directly or indirectly from or in connection with war, terrorism, nuclear or radioactive contamination risks is excluded;
18. For the avoidance of doubt, the purpose of this Work Quality Guarantee, is to rectify non-compliant work, it is not a compensation scheme. No monetary payments will be made to either the householder or to any third party. This includes situations where a third party has been employed, by any party other than NAPIT, to rectify faults.